



## **EXHIBIT C**

The Tribe's Tribal Labor Relations Ordinance ("TLRO") shall be amended by substituting the following sections and subdivisions for the ones of the same numbering and lettering currently in the TLRO:

### **Section 7: Tribe and union neutrality**

(a) The Tribe agrees that if a union first offers in writing (i) that it will not engage in strikes, picketing, boycotts, attack websites, or other economic activity at or in relation to the Tribal Casino or Related Facility, (ii) that it will not disparage the Tribe for purposes of organizing Eligible Employees, and (iii) that it and its local affiliates will agree to resolve all issues, including collective bargaining impasses, through the binding dispute resolution mechanisms set forth in Section 13 herein, the Tribe shall thereafter:

- (i) recognize the union if it is certified pursuant to Section 10, subdivision (f); and
- (ii) not express or imply any opposition to Eligible Employees choosing to be represented by a union for purposes of collective bargaining, as guaranteed in this TLRO, nor express or imply any opposition to the selection by Eligible Employees of that particular union to be their representative in collective bargaining or any preference for another union.

(b) If a United States Court of Appeals issues a final order upholding National Labor Relations Board jurisdiction over tribal casinos that is not later superseded by a decision of the United States Supreme Court, then the union's offer in subdivision (a) shall be deemed to be an offer to accept the entirety of this Ordinance as a bilateral contract between the Tribe and the union and a waiver by the union of any right to file any form of action or proceeding with the National Labor Relations Board, and the Tribe agrees to accept such offer.

(c) Except as agreed in subdivision (a) above, the Tribe's and a union's expression of any view, argument, or opinion or the dissemination thereof, whether in written, printed, graphic or visual form, shall not constitute or be evidence of interference, restraint, or coercion if such expression contains no threat of reprisal or force or promise of benefit.

### **Section 8: Access to Eligible Employees**

(d) The Tribe shall provide to the union, upon a thirty percent (30%) showing of interest to the Tribal Labor Panel, an eligibility list containing the full first and last

name of the Eligible Employees within the sought after bargaining unit and the Eligible Employees' last known address within ten (10) working days. Nothing herein shall preclude the Tribe from voluntarily providing an eligibility list at an earlier point of a union organizing campaign.

#### **Section 10: Selection of representatives**

(f) In the event the union makes the written offer set forth in Section 7, dated and signed authorized cards from at least fifty percent (50%) plus one of the Eligible Employees within the bargaining unit verified by the election officer shall result in certification of the union as the exclusive collective bargaining representative of the Eligible Employees. A union seeking to invoke the provisions of this subsection shall notify the Tribe and the administrator of the Tribal Labor Panel of such intent in writing. If the union fails to be certified as the exclusive collective bargaining representative pursuant to this subsection within two years following the date of the written notice invoking this subsection, or if the union is decertified pursuant to Section 12, the union may not invoke any provisions of this labor ordinance for two years thereafter.

#### **Section 11: Collective bargaining impasse**

(a) Upon recognition, the Tribe and the union will negotiate in good faith for a collective bargaining agreement covering bargaining unit employees represented by the union.

(b) Except where the union has made the written offer set forth in Section 7, if collective bargaining negotiations result in impasse, and the matter has not been resolved by the tribal forum procedures set forth in Section 13, subdivision (b), governing resolution of impasse, within sixty working days or such other time mutually agreed by the parties, the union shall have the right to strike. Strike-related picketing shall not be conducted on Indian lands as defined in 25 U.S.C. Section 2703(4).

Where the union makes the offer set forth in Section 7(a), if collective bargaining negotiations result in impasse, the matter shall be resolved by the procedures set forth in Section 13. The arbitrator shall consider, but not be limited to, the following factors:

- Wages, hours and other terms and conditions of employment of other Indian gaming operations in Southern California;
- Size and type of the Tribe's operations at the Casino and Related Facility;
- Change in the cost of living as it affects the Eligible Employees and measured by the index mutually agreed to by the parties;
- Regional and local market conditions;
- The Tribe's financial capacity (if the Employer places this in issue); and
- The competitive nature of the business environment in which the Casino and Related Facility operate.

If the union violates the terms of the offer set forth in Section 7 by engaging in strikes, picketing, boycotts, attack websites, or other economic activity, the Tribe shall, at its option, have the right to withdraw, within thirty days of a determination of such a violation pursuant to Section 13, from the obligation to resolve impasses pursuant to the procedures set forth in Section 13.